REMARKS

Claims 1-208 are pending in the above-identified application, and were rejected. With

this Amendment, claims 1, 17, 18, 39, 40, 41, 56, 58, 60, 61, 62, 72, 77, 79, 82, 83, 90, 92, 95,

96, 97, 98, 99, 114, 117, 120, 135, 138, 140, 141, 142, 150, 151, 152, 153, 155, 158, 159, 160,

164, 165, 166, 169, 172, 173, 174, 175, 178, 179, 180, 181, 182, 183, 184, 185, 186, 188, 191,

192, 193, 197, 198, 199, 202, 205, 206, 207, and 208 were amended, claims 10, 32, 51 and 70

were cancelled, and claim 209 was added. Accordingly, claims 1-9, 11-31, 33-50, 52-69, and

71-209 are at issue.

I.   **35 U.S.C. § 102 Anticipation Rejection of Claims**

Claims 41-59 and 61-71 were rejected under 35 U.S.C. § 102(e) as being anticipated by

or, in the alternative, under 35 U.S.C. § 103(a) as obvious over Ginter (U.S. Patent No.

6,253,193 B1). Applicants respectfully traverse this rejection.

Claim 41, as amended, is directed to a data providing apparatus that performs mutual

authentication with the data processing apparatus, encrypts the module using session key data

obtained by the mutual authentication, and transmits the encrypted module to the data processing

apparatus.

Ginter is directed to systems and methods for protecting rights of various participants in

electronic commerce and transactions. (See Col. 1, lines 21-25). The Ginter embodiment

entitled "Establishing a Secure Authenticated Communication Channel" gives an example

process for establishing such a channel, using parties A & B, and identifies how the requirements

for security and authentication may be established and validated by the parties. (See Col. 218,

line 31 through Col. 220, line 19). The steps ensure that each party (A & B) has a means of

making claims that can be validated by the other party (A or B) and establish the identity of the

correspondent party and propose a communication. (See Col. 219, lines 1-33). If the proposal is

accepted, one party (A) may create a session key. Ginter, however, does not disclose or suggest

a data providing apparatus which performs mutual authentication with the data processing

apparatus, encrypts the module using session key data obtained by the mutual authentication, and

transmits the encrypted module to the data processing apparatus. Instead, neither A nor B

encrypts the communication with the session key. Therefore, there can be no transmission of an

encrypted module, as required by claim 41. Accordingly, claim 41, and claims 42-50 and 52-55

that depend from claim 41 are allowable over Ginter.

For similar reasons to those discussed above with regard to claim 41, Applicants

respectfully submit that claims 56-59, 61-69 and 71 are also allowable over Ginter. Claims 51

and 70 have been cancelled.

Moreover, claim 41 further includes that the data providing apparatus distributes a

module storing content data encrypted by using content key data, encrypted content key data, and

encrypted usage control policy data indicating the handling of the content data to the data

processing apparatus. In Ginter, every virtual distribution environment (VDE) participant in

"chain of handling and control" is normally subject to "rules and control." "Rules and controls"

define the respective rights and obligations of each of the various VDE participants. (See Col.

56, lines 37-43). The content creator 102 sends the "rules and controls" associated with the

content to a VDE rights distributor 106. (See Col. 55, lines 39-41). The distributor 106

generates her own "rules and control" that relate to usage of the content and how much it costs to

use the content. The usage-related "rules and controls" must be consistent with the "rules and

controls" specified by the content creator 102. (See Col. 55, lines 44-51). The content user 112

uses the content in accordance with the usage-related "rules and controls." (See Col. 55, lines

54-56). The information relating to content use is reported to a financial clearinghouse 116.

(See Col. 55, lines 57-59). "Rules and controls" may specify which financial clearinghouse(s)

116 may process payments. (See Col. 56, lines 46-47). Based on its reports and payments it

receives, the financial clearinghouse 116 may provide reports and/or payments to the distributor

106. (See Col. 55, lines 63-66). Often, "rules and control" specified by one VDE participant

cannot be changed by another VDE participant. (See. Col 56, lines 54-56). Ginter does not

disclose or suggest the data providing apparatus distributing module storing content data

encrypted by using content key data, encrypted content key data, and encrypted usage control

policy data indicating the handling of the content data to the data processing apparatus. (See Fig.

1 and Fig. 2). For these additional reasons, claim 41, and claims 42-50 and 52-55 that depend

from claim 41 are allowable over Ginter. For similar reasons, Applicants respectfully submit

that claims 56-59, 61-69 and 71 are also allowable over Ginter.

For all of the reasons discussed above, Applicants respectfully request withdrawal of this

rejection.

II.   35 U.S.C. § 103 Obviousness Rejection of Claims

Claims 1-40, 60 and 72-208 were rejected under 35 U.S.C. § 103(a) as being

unpatentable over Ginter (U.S. Patent No. 6,253,193 B1), in view of Park (WO Publication No.

99/15947). Applicants respectfully traverse this rejection.

Claim 1, as amended, is directed to a data providing apparatus that performs mutual

authentication with the data processing apparatus, encrypts the module using session key data

obtained by the mutual authentication, and transmits the encrypted module to the data processing apparatus. Claims 1 also includes that a management apparatus manages the data providing apparatus and the data processing apparatus. The data providing apparatus sends a usage control policy data and requests the management apparatus to certify legitimacy of the usage control policy data. The management apparatus registers and services the usage control policy data from the data providing apparatus, and certifies the legitimacy of the usage control policy data in response to a request from the data providing apparatus.

As discussed in the example above, Ginter does not disclose or suggest a data providing apparatus that performs mutual authentication with the data processing apparatus, encrypts the module using session key data obtained by the mutual authentication, and transmits the encrypted module to the data processing apparatus. Moreover, as detailed above, Ginter does not disclose or suggest a management apparatus that manages the data providing apparatus and the data processing apparatus or the data providing apparatus sending a usage control policy data and requesting the management apparatus to certify legitimacy of the usage control policy data or the management apparatus registers and services the usage control policy data from the data providing apparatus, and certifies the legitimacy of the usage control policy data. Thus, it would not have been obvious to one skilled in the art at the time the invention to modify the invention disclosed in Ginter, with the teachings of Park to derive claim 1, or claims 2-9 and 11-16 that depend from claim 1. For similar reasons, Applicants respectfully submit that claims 17-31, 33-40, 60 and 72-208 are also allowable over Ginter in view of Park.

In addition, Claim 17, as amended, is directed to a data processing apparatus utilizing content data distributed from a data providing apparatus. The data processing apparatus receives

a module storing content data encrypted by using content key data, and encrypted content key data. The data processing apparatus determines the handling of content data based on the related decrypted usage control policy data. In Ginter, the financial clearinghouse (VDE administrator) does not receive or impart "rules and controls." (See. Fig. 2). Therefore, Ginter neither discloses nor suggests storing both content data and encrypted content key data in a module or the data processing apparatus determines the handling of content data based on the related decrypted usage control policy data. For these additional reasons, it would not have been obvious to one skilled in the art at the time the invention to modify the invention disclosed in Ginter, with the teachings of Park to derive claim 17.
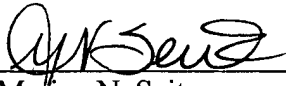
As discussed above, Ginter does not disclose or suggest the required elements of the present invention. Thus, it would not have been obvious to one skilled in the art at the time the invention to modify the invention disclosed in Ginter, with the teachings of Park to derive claims 1-9, 11-31, 33-40, 60 and 72-208. Claims 10 and 32 have been cancelled. Accordingly, Applicants respectfully request withdrawal of this rejection.

III.   Conclusion

In view of the above amendments and remarks, Applicants submit that all claims are

clearly allowable over the cited prior art, and respectfully requests early and favorable

notification to that effect.

Respectfully submitted,

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